

Exhibit B



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TERMS OF SERVICE

Date of Last Revision: September 27, 2023

1. Welcome to MasterClass!

1.1 Introduction:

Yanka Industries, Inc. d/b/a MasterClass (“MasterClass,” “we,” “us,” “our”) provides its services (described below) to you through its website located at masterclass.com (the “Site”) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (the “Terms of Service”). **PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY GOVERN YOUR USE OF THE SITE AND SERVICES, PARTICULARLY SECTION 10 (BINDING ARBITRATION; CLASS ACTION WAIVER), WHICH AFFECTS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US.**

1.2 Modifications to Terms of Service:

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. Except as set forth in Section 10(xi) below (which governs changes to the dispute resolution (Binding Arbitration and Class Action Waiver) provisions of these Terms of Service, if we do modify these Terms of Service, depending on the nature of the change, we will post the changes on this page and indicate at the top of this page the date these terms were last revised and/or notify you, either through the Services' user interface, in an email notification or through other reasonable means and as required by applicable law. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time.

1.3 Privacy:

At MasterClass, we respect the privacy of our users. For details please see our [Privacy Policy](#). By using the Service, you consent to our collection and use of personal data as outlined therein.

2. Access and Use of the Service

2.1 Use Description:

The MasterClass service, and any content viewed through our service, is solely for your personal and non-commercial use. With your MasterClass purchase we grant you a limited, non-exclusive, non-transferable, license to access the MasterClass content and view your course(s) through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the service for public performances. MasterClass may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the service, as well as copies of such materials, whether made in accordance with these Terms of Service or otherwise.

2.2 Your Registration Obligations:

You may be required to register with MasterClass in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our [Privacy Policy](#). If you are under 13 years of age, you are not authorized to use the Service, with or without registering. In addition, if you are under 18 years old, you may use the Service, with or without registering, only with the approval of your parent or guardian.

2.3 Member Account, Password and Security:

You may never use another's account, and you may not provide another person with the username and password to access your account. You should maintain control over all of the devices that are used to access the Service. If you fail to maintain control of a device, other users may access the Service through your account and may be able to access certain of your account information. You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (a) immediately notify MasterClass of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. MasterClass will not be liable for any loss or damage arising from your failure to comply with this Section.

2.4 Modifications to Service:

MasterClass reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that MasterClass will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We have no obligation to retain any of Your Account or Submitted Content for any period of time beyond what may be required by applicable law.

2.5 General Practices Regarding Use and Storage:

You acknowledge that MasterClass may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other

content will be retained by the Service and the maximum storage space that will be allotted on MasterClass's servers on your behalf. You agree that MasterClass has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that MasterClass reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that MasterClass reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

2.6 Mobile Services:

The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. In using the Mobile Services, you may provide your telephone number. By providing your telephone number, you consent to receive calls and/or SMS, MMS, or text messages at that number. We may share your phone numbers with our affiliates or with our service providers (such as customer support, billing or collections companies, and text message service providers) who we have contracted with to assist us in pursuing our rights or providing our Services under these Terms of Service, our policies, applicable law, or any other agreement we may have with you. You agree these parties may also contact you using autodialed or prerecorded calls and text messages, as authorized by us to carry out the purposes we have identified above, and not for their own purposes. In the event you change or deactivate your mobile telephone number, you agree to promptly update your MasterClass account information to ensure that your messages are not sent to the person that acquires your old number.

2.7 Money Back Guarantee:

Unless otherwise noted during your purchase of the Service you choose, as required by applicable law in your jurisdiction, or as set forth in the refund policy applicable to any Service you purchase through a third-party marketplace (see Section 3.3 below), should you become dissatisfied with the Service within the first 30 days after purchase, MasterClass will refund the full amount of your purchase and subsequently terminate your access. Refunds are not available for customers 30 days after a purchase. Refunds are not available for accounts which have violated the Terms of Service; violations are determined at MasterClass's sole discretion. If MasterClass determines that you are abusing our refund policy, we reserve the right to suspend or terminate your account and refuse or restrict any and all current or future use of the Service without delivering a refund. To request a refund or to ask a question regarding the 30-day money back guarantee, email Support at support@masterclass.com.

3. Conditions of Use

3.1 User Conduct:

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. MasterClass reserves the right to investigate and take appropriate legal action against anyone who, in MasterClass' sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of MasterClass, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose MasterClass or its users to any harm or liability of any type;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or

- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

3.2 Fees:

To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide MasterClass information regarding your credit card or other payment instrument. You represent and warrant to MasterClass that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay MasterClass the amount that is specified in the payment plan (as well as any applicable taxes) in accordance with the terms of such plan and this Terms of Service. You hereby authorize MasterClass to bill your payment instrument in accordance with the terms of the applicable payment plan (as well as any applicable taxes) until you terminate your account, and you further agree to pay any charges so incurred. If you dispute any charges you must let MasterClass know within sixty (60) days after the date that MasterClass charges you. We reserve the right to change MasterClass's prices. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Services other than U.S. taxes based on MasterClass's net income.

3.3 Recurring Subscriptions:

If you select a Service with an auto renewal feature ("Recurring Subscription"), you authorize MasterClass to maintain your account information and charge that account automatically upon the renewal of the Service you choose with no further action required by you. In the event that MasterClass is unable to charge your account as authorized by you when you enrolled in a Recurring Subscription, MasterClass, may, in its sole discretion: (i) bill you for your Service and suspend your access to the Service until payment is received, and/or (ii) seek to update your account information through third party sources (i.e., your bank or a payment processor) to continue charging your account as authorized by you.

MasterClass may change the price for Recurring Subscriptions from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes for Recurring Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use your Recurring Subscription after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling your Recurring Subscription before the price change goes into effect. Please therefore make sure you read any such notification of price changes carefully.

Payments are nonrefundable and there are no refunds or credits for partially used periods. You may cancel a Recurring Subscription at any time, but if you cancel your subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us. Following any cancellation, however, you will continue to have access to the service through

the end of your current subscription period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our users ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

If you purchase any Service through a mobile purchase or third-party marketplace (e.g., through the Apple App Store or Google Play Store), the refund policy applicable to that third-party marketplace will apply, unless otherwise explicitly stated by MasterClass. Except as otherwise explicitly stated by MasterClass, the third-party marketplace will be solely responsible for making refunds under its refund policy, and MasterClass will have no refund obligations. MasterClass disclaims any responsibility or liability related to any third-party marketplace's refund policy or the third party's compliance or noncompliance with such policy.

If you subscribed via iTunes on your Apple mobile device, you can cancel by going to your Account Settings in the App Store. You can find Subscriptions in the Settings app on your device under iTunes & App Store, and then select your Apple ID. If you subscribed on our website, you can cancel by contacting Support at support@masterclass.com.

If you subscribed via the Google Play Store on your Android mobile device, you can cancel by opening the Google Play Store and selecting Menu Subscription. You can select the subscription you want to cancel or update and then follow the onscreen instructions.

If you subscribed on our website, you can cancel by contacting Support at support@masterclass.com or by going to Settings in your account, selecting Cancel under the Subscription box and then following the onscreen instructions to continue and cancel subscription.

3.4 Special Notice for International Use; Export Controls:

Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

3.5 Commercial Use:

Unless otherwise expressly authorized herein or by MasterClass in writing, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is solely for your non-commercial, personal, entertainment use.

4. Intellectual Property Rights

4.1 Service Content, Software and Trademarks:

You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by MasterClass, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by MasterClass from accessing the Service (including blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of MasterClass, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by MasterClass.

The MasterClass name and logos are trademarks and service marks of MasterClass (collectively the “MasterClass Trademarks”). Other MasterClass, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to MasterClass. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of MasterClass Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of MasterClass Trademarks will inure to our exclusive benefit.

4.2 Third Party Material:

Under no circumstances will MasterClass be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that MasterClass does not pre-screen content, but that MasterClass and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, MasterClass and its designees will have the right to remove any content that violates these Terms of Service or is deemed by MasterClass, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

4.3 User Content Transmitted Through the Service:

With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, and that you have all required rights to post or transmit such content or other materials without violation of any third-party rights. By uploading any User Content you hereby grant and will grant MasterClass, its affiliated companies and partners (including but not limited to MasterClass instructors, practitioners and other third parties providing instructional information through the Services, collectively “partners”) a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use and fully exploit your User Content in any and all media, form, medium, technology or distribution methods now known or later developed and for any and all purposes (commercial or otherwise).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information relevant to the Service (“Submissions”), provided by you to MasterClass, its affiliated companies or partners are non-confidential and MasterClass, its affiliated companies and partners will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that MasterClass may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of MasterClass, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

4.4 Health and Medical Disclaimer:

MasterClass does not provide medical advice. MasterClass only provides general information regarding health, wellness, and physical exercise through its Service. You acknowledge and agree that the Service is not intended to be, and will not be used as, a substitute for medical treatment by a health care professional. You agree to consult your healthcare provider before initiating any physical exercises or wellness practices, and follow your provider’s advice accordingly. You also acknowledge and agree to accept the inherent risks and dangers in participating in new or strenuous health, wellness, and physical exercises. You agree that MasterClass will not be liable for any injury, loss, or damages arising from your access or practice of the Service’s health, wellness, and/or physical exercise content.

4.5 Copyright Complaints:

MasterClass respects the intellectual property of others. If you believe in good faith that any materials on the Sites infringe upon your copyrights, please send the following information to MasterClass's Copyright Designated Agent at copyright@masterclass.com:

- (1) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (2) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- (3) Your address, telephone number, and email address;
- (4) A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the information in your notification is accurate, and that you are the copyright owner or are authorized to act on the copyright owner's behalf;
- (5) A physical or electronic signature of the copyright owner or the person authorized to act on behalf of the owner of the copyright interest.

You may also contact our Copyright Designated Agent by mail with a complete set of the above information at:

Copyright Designated Agent

MasterClass

660 4th Street #443

San Francisco, CA 94107

4.6 Counter-Notice:

If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent: your physical or electronic signature; identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, MasterClass will send a copy of the counter-notice to the original complaining party informing that person that it may replace the

removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

4.7 Repeat Infringer Policy:

In accordance with the DMCA and other applicable law, MasterClass has adopted a policy of terminating, in appropriate circumstances and at MasterClass's sole discretion, users who are deemed to be repeat infringers. MasterClass may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5. Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. MasterClass has no control over such sites and resources and MasterClass is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that MasterClass will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that MasterClass is not liable for any loss or claim that you may have against any such third party.

6. Social Networking Services

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter ("Social Networking Services"). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our [Privacy Policy](#). For more information about the implications of activating these Social Networking Services and MasterClass's use, storage and disclosure of information related to you and your use of such services within MasterClass (including your friend lists and the like), please see our [Privacy Policy](#).

However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and MasterClass shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, MasterClass is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, MasterClass is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. MasterClass enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

7. Indemnity and Release

To the fullest extent permitted by law, you agree to release, indemnify and hold MasterClass and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

8. Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, MASTERCLASS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

MASTERCLASS MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

9. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MASTERCLASS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MASTERCLASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR

THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL MASTERCLASS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID MASTERCLASS IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

10. Binding Arbitration; Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE OR PARTICIPATE IN A LAWSUIT IN COURT.

(i) Informal Dispute Resolution Procedure. If a Dispute (as defined below) arises between you and MasterClass, MasterClass is committed to working with you to try to reach a reasonable resolution. For any such Dispute, both parties acknowledge and agree that they will first use good faith efforts to settle the Dispute informally and directly through consultation and negotiations before initiating any formal dispute resolution proceeding in arbitration or otherwise. Such informal resolution requires first sending a written description of the dispute to the other party. For any Dispute you initiate, you agree to send the written description of the Dispute along with the email address utilized as your username and profile associated with your account, if applicable, to MasterClass, 660 4th Street #443, San Francisco, CA 94107 and legal.notices@masterclass.com. The written description must be on an individual basis and provide, at minimum, the following information: your name and contact information; a description of the nature or basis of the claim or dispute; the specific relief sought; and proof of your relationship with MasterClass. Unless the parties agree to extend the period for informal resolution, if the Dispute is not resolved within sixty (60) days after receipt of the written description of the Dispute, you and MasterClass agree to the further Dispute resolution provisions below.

The informal dispute resolution procedure in this section 10(i) is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution procedure.

(ii) Mutual Arbitration Agreement. If the informal dispute resolution procedure does not lead to resolution, then either party may initiate binding arbitration as the sole means to resolve Disputes, (except as provided in herein) subject to the terms set forth below and the National Arbitration and Mediation (“NAM”) rules. If you are initiating arbitration, a copy of the demand shall also be emailed to legal.notices@masterclass.com. If you are a MasterClass accountholder, any demand filed by you initiating arbitration must include the email address you used to log onto MasterClass, as well as any profile associated with that account that is controlled by you.

You and MasterClass agree that the terms of this Section 10 (collectively the “Arbitration Agreement”) govern any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, the Terms of Service, or your use of the Services, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory (each a “Dispute” and collectively “Disputes”).

The parties further agree that the determination of the scope, enforceability, or applicability of this Arbitration Agreement, including, but not limited to any claim that all or any part thereof of this Arbitration Agreement is void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment) will be resolved exclusively by final and binding arbitration in accordance with this Section 10.

The only matters excluded from this Arbitration Agreement are the litigation of certain intellectual property and small court claims, as provided below.

This Arbitration Agreement supersedes any prior Arbitration Agreement entered by the parties and is applicable to unfiled claims that arose, were asserted, or involve facts occurring before the existence of this Arbitration Agreement or any prior agreement as well as claims that may arise after the termination of this Arbitration Agreement, in accordance with the notice and opt-out provisions set forth herein.

The parties agree that this Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16.

Notwithstanding the parties’ decision to resolve all Disputes through arbitration, each party retains the right to (i) elect to have any claims resolved in small claims court on an individual basis for disputes and actions within the scope of such court’s jurisdiction, regardless of what forum the filing party initially chose; (ii) bring an action in state or federal court to protect its intellectual property rights (“intellectual property rights” in this context means patents, copyrights, moral rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights) or for defamation; and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding

whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under this Arbitration Agreement, and any filed arbitrations related to any action filed pursuant to this paragraph shall automatically be stayed pending the outcome of such action.

(iii) Class Arbitration and Collective Relief Waiver. YOU AND MASTERCLASS ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT AS SET OUT OTHERWISE IN SUBPART (VI) BELOW, ANY ARBITRATION SHALL BE CONDUCTED IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR COLLECTIVE ACTION AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE AN INDIVIDUAL PARTY'S CLAIM. NOTWITHSTANDING THIS ACKNOWLEDGEMENT AND AGREEMENT, ANY ARBITRATION INVOLVING YOU MAY PROCEED ON A CONSOLIDATED BASIS IF AND ONLY IF MASTERCLASS PROVIDES ITS CONSENT TO CONSOLIDATE IN WRITING.

With the exception of this subpart (iii) and subparts (vi) and (vii) below, if any part of this Arbitration Agreement is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of NAM, then the balance of this Arbitration Agreement shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, this subpart (iii) or subparts (vi) or (vii) are found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor MasterClass shall be entitled to arbitrate their Dispute.

(iv) Arbitration Rules. The arbitration will be administered by NAM and conducted before a single arbitrator in accordance with the rules of NAM, including, as applicable, NAM Comprehensive Dispute Resolution Rules and Procedures, Fees For Disputes When One of the Parties is a Consumer and the Mass Filing Supplemental Dispute Resolution Rules and Procedures in effect at the time any demand for arbitration is filed with NAM, excluding any rules or procedures governing or permitting class or representative actions. The applicable NAM rules and procedures are available at www.namadr.com or by emailing National Arbitration and Mediation's Commercial Dept at commercial@namadr.com.

(v) Arbitration Location and Procedure. For all U.S. residents, the arbitration shall be held (i) at a location determined under the applicable NAM rules and procedures that is reasonably convenient for you and is no more than 100 miles from your home or place of business; or (ii) at another location you and we agree upon. For non-U.S. residents, the arbitration shall be held in San Francisco, California (unless otherwise agreed by the parties). The arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law. The arbitrator or arbitration body shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator has the right to impose sanctions in accordance with the NAM rules and procedures for any frivolous claims or submissions the arbitrator determines have not been filed in good faith, as well as for

a party's failure to comply with the Informal Dispute Resolution Procedure contemplated by this Arbitration Agreement.

If the amount in controversy does not exceed \$10,000 and you do not seek injunctive or declaratory relief, then the arbitration will be conducted solely on the basis of documents you and MasterClass submit to the arbitrator, unless the arbitrator determines that a hearing is necessary, or the parties agree otherwise. If the amount in controversy exceeds \$10,000 or seeks declaratory or injunctive relief, either party may request (or the arbitrator may determine) to hold a hearing, which shall be via videoconference or telephone conference unless the parties agree otherwise.

Subject to the applicable NAM rules and procedures, the parties agree that the arbitrator will have the discretion to allow the filing of dispositive motions if they are likely to efficiently resolve or narrow issues in dispute. Unless otherwise prohibited by law, all arbitration proceedings will be confidential and closed to the public and any parties other than you and MasterClass (and each of the parties' authorized representatives and agents), and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award (provided that the party seeking confirmation shall seek to file such records under seal to the extent permitted by law).

(vi) Mass Arbitration. To increase the efficiency of administration and resolution of arbitrations, in the event 100 or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to NAM against MasterClass (a "Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of 10 demands per batch (to the extent there are fewer than 10 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each demand within the batch (the same arbitrator may preside over multiple demands in a batch if the relevant claimants and MasterClass so agree); (iii) to accept applicable fees, including any related fee reduction determined by NAM in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 10 is filed, processed, and adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by MasterClass and the claimants, shall only be due after your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; (vi) that the staged process of batched proceedings, with each set including 10 demands, shall continue until each demand (including your demand) is adjudicated or otherwise resolved; and (vii) to make good faith efforts to resolve each batch of demands within 180-days, failing which any of the claimants or MasterClass may cease arbitration and file in a court of competent jurisdiction.

Arbitrator selection for the demands in each batch shall be conducted to the greatest extent possible in accordance with the applicable NAM rules and procedures for such selection, and the arbitrator will determine the location where the proceedings for each demand within a batch will be conducted.

You agree to cooperate in good faith with MasterClass and the arbitration provider to implement such a “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by NAM in its discretion, for each batch of demands. The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by NAM. This “Batch Arbitration” provision shall in no way be interpreted as increasing the number of demands necessary to trigger the applicability of NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures or authorizing class arbitration of any kind. Unless MasterClass otherwise consents in writing, MasterClass does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this subpart (vi). If your demand for arbitration is included in the Mass Filing, your claims will remain tolled until your demand for arbitration is decided, withdrawn, or is settled.

The parties agree that this batching provision is integral to the Arbitration Agreement insofar as it applies to a Mass Filing. If the batching provision in this subpart (vi) or the engagement of a mediator in subpart (vii) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Agreement shall be null and void, and neither you nor MasterClass shall be entitled to arbitrate any claim that is a part of the Mass Filing.

(vii) Mediation Following First Batch in a Mass Filing. The results of the first batch of demands will be given to a NAM mediator selected from a group of 5 mediators initially proposed by NAM, with MasterClass and the remaining claimants’ counsel being able to strike one mediator each and then rank the remaining mediators and the highest collectively ranked mediator being selected. The selected mediator will try to facilitate a resolution of the remaining demands in the Mass Filing. After the results are provided to the mediator, MasterClass, the remaining claimants and their counsel, and the mediator will have 90 days (the “Mediation Period”) to agree on a resolution or substantive methodology for resolving the outstanding demands. If the parties are unable to resolve the outstanding demands during the Mediation Period, and cannot agree on a methodology for resolving them through further arbitrations, either MasterClass or any remaining claimant may opt out of the arbitration process and have the demand(s) proceed in a court of competent jurisdiction. Notice of the opt-out will be provided in writing within 60 days of the close of the Mediation Period. If neither MasterClass nor the remaining claimants opt out and they cannot agree to a methodology for resolving the

remaining demands through further arbitration, the arbitrations will continue with the batching process. Absent notice of an opt-out, the arbitrations will proceed in the order determined by the sequential numbers assigned to demands in the Mass Filing.

(viii) Arbitrator's Decision. The arbitrator's decision shall be controlled by the terms and conditions of these Terms of Service and any of the other agreements referenced herein that the applicable user may have entered into in connection with the website. The arbitrator will render an award within the time frame specified in the applicable NAM rules and procedures. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator will have the authority to award monetary damages on an individual basis and to grant, on an individual basis, any non-monetary remedy or relief available to an individual to the extent available under applicable law, the arbitral forum's rules, and this Arbitration Agreement. The parties agree that the damages and/or other relief must be consistent with the terms of the "Disclaimer and Limitation of Liability" section of these Terms of Service as to the types and the amounts of damages or other relief for which a party may be held liable. No individual arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Attorneys' fees will be available to the prevailing party in the arbitration if authorized under applicable substantive law governing the claims in the arbitration.

(ix) Fees. If you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, MasterClass will pay any filing and hearing fees in excess of \$250 that the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive regardless of the outcome of the arbitration, unless the arbitrator determines that your claim(s) were frivolous or asserted in bad faith, in which case arbitration fees (including attorneys' fees) may be imposed upon you consistent with the Arbitrator's Rules and the standard for sanctions set forth in Federal Rule of Civil Procedure 11. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise, including as set forth in this Arbitration Agreement.

The parties agree that NAM has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under NAM's Rules where it deems appropriate (including as specified in subpart (vi)) provided that such modification does not increase the costs to you, and you further agree that you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by NAM does not constitute a default, waiver, or breach of this Arbitration Agreement while such challenge remains pending before NAM, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge.

(x) 30-Day Right to Opt Out. You have the right to opt out and not be bound by the Arbitration Agreement by sending written notice of your decision to opt out to legal.notices@masterclass.com with the subject line, "ARBITRATION OPT-OUT." The notice

must be sent within thirty (30) days of (a) September 27, 2023; or (b) your first use of the Services, whichever is later. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of these paragraphs. If you opt out of the Arbitration Agreement, you may exercise your right to a trial by jury or judge, as permitted by applicable law, but any prior existing agreement to arbitrate disputes under a prior version of the Arbitration Agreement will not apply to claims not yet filed. If you opt out of the Arbitration Agreement, and MasterClass also will not be bound by it.

(xi) Changes. MasterClass will provide thirty (30) days' notice of any material changes to this "Binding Arbitration and Class Action Waiver" section. Any such changes will go into effect 30 days after MasterClass provides notice and will apply to all claims not yet filed regardless of when such claims may have accrued. If MasterClass changes this "Binding Arbitration and Class Action Waiver" section after the date you first accepted this Arbitration Agreement (or accepted any subsequent changes to this Arbitration Agreement), you agree that your continued use of the Service 30 days after such change will be deemed acceptance of those changes.

11. Termination

You agree that MasterClass, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if MasterClass believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. MasterClass may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that MasterClass may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that MasterClass will not be liable to you or any third party for any termination of your access to the Service.

12. Disputes Between Users

You agree that you are solely responsible for your interactions with any other user in connection with the Service and MasterClass will have no liability or responsibility with respect thereto. MasterClass reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

13. General

These Terms of Service constitute the entire agreement between you and MasterClass and govern your use of the Service, superseding any prior agreements between you and MasterClass with respect to the Service. You also may be subject to additional terms and

conditions that may apply when you use affiliate or third party services, third party content or third party software. These Terms of Service will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth in Section 10 above, you and MasterClass agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Francisco County, California. The failure of MasterClass to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of MasterClass, but MasterClass may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. Under no circumstances shall MasterClass be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

14. Questions? Concerns? Suggestions?

Please contact us at 660 4th Street #443, San Francisco, CA 94107, support@masterclass.com, or through our [help desk](#) to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.

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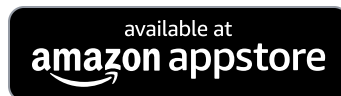
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